

Barnes & Thornburg LLP

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Jonathan D. Sundheimer

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*Attorneys for SREIT 4820 Indianapolis Drive,
L.L.C.*

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

Case No. 21-01776-LT7

Chapter 7

In re

HYPERIKON, INC.,

Debtor.

**DECLARATION OF PATRICK
HARRINGTON IN SUPPORT OF
AMENDED EMERGENCY MOTION TO
COMPEL PAYMENT UNDER 11 U.S.C. §
365(D)(3) OR, IN THE ALTERNATIVE,
PROVIDE ADEQUATE PROTECTION
UNDER § 363(E)**

Date: May 27, 2021

Time: 2:00 p.m.

Place: Department / Chamber 3 — Room 129

Judge: Hon. Laura S. Taylor

1 I, Patrick Harrington, declare as follows:

2 1. I make this declaration in support of the *Emergency Motion to Compel Payment*
3 *Under 11 U.S.C. § 365(d)(3) or, in the Alternative, Provide Adequate Protection under § 363(e)*
4 (the “Motion”) of SREIT 4820 Indianapolis Drive, L.L.C. (the “Landlord”).

5 2. I have personal knowledge of the facts recited herein and am competent to testify to
6 the same at any trial or hearing in this cause.

7 3. I am an attorney duly licensed to practice law in the State of Illinois and am counsel
8 for the Landlord.

9 4. I am an attorney with the law firm of Harrington Law, LLC, and I regularly represent
10 landlords in matters related to real estate, including collection matters.

11 5. Harrington Law, LLC has been employed by the Landlord to represent the
12 Landlord’s interests in connection with the obligations underlying:

- 13 a. that certain Lease (the “Lease”), made and entered into August 1, 2017, by
14 Indiana Becknell Investors 2011 LLC (the “Original Landlord”) and Hyperikon,
15 Inc. (the “Debtor”), whereby the Landlord agreed to lease a portion of
16 nonresidential real property commonly known as 4850 S. Indianapolis Road,
17 Whitestown, Indiana (the “Leased Premises”) to the Debtor and the Debtor
18 agreed to pay the Landlord for the use of the Leased Premises;
- 19 b. that certain *Assignment and Assumption of Leases* (the “Assignment”), effective
20 as of November 22, 2019, executed by the Original Landlord and the Landlord,
21 whereby the Original Landlord assigned, transferred, and delegated to the
22 Landlord all of the Original Landlord’s rights and obligations under the Lease;
- 23 c. that certain *Sublease* (the “Sublease”), dated as of November 2, 2020, executed
24 by the Debtor and Homegoods, Inc. (the “Subtenant”), whereby the Debtor
25 agreed to sublease the Leased Premises to the Subtenant and the Subtenant
26 agreed to pay the Debtor rent in an amount greater than the rent due by the
27 Debtor to the Landlord under the Lease; and
28

1 d. that certain *Consent to Sublease* (the “Landlord Consent”), executed November
2 2, 2020, by the Debtor, the Subtenant, and the Landlord, whereby the Landlord
3 consented to the Sublease under certain terms and conditions.

4 6. On April 26, 2021, I sent, on behalf of the Landlord, a *Notice of Default* (the “Notice
5 of Default”), to the Debtor declaring the Debtor to be in default under the Lease. A true and correct
6 copy of the Notice of Default is hereto as **Exhibit 1** and is incorporated herein by reference as if
7 fully set forth at length.

8 7. The Notice of Default was sent via UPS Next Day Air.

9 8. The Notice of Default was received by the Debtor on April 27, 2021 at attn: Jan
10 Brandrup, 8515 Miramar Place, San Diego, California 92121 (the “Miramar Address”). True and
11 correct copies of the UPS tracking label and UPS tracking report for the Notice of Default are
12 attached hereto as **Exhibit 2** and are incorporated herein by reference as if fully set forth at length.

13 9. On April 26, 2021, I sent, on behalf of the Landlord, a *Section 5 Notice* (the
14 “Subtenant Notice”), dated April 26, 2021, to the Debtor and the Subtenant declaring the Debtor to
15 be in default under the Lease, directing the Subtenant to direct all future rent payments due under
16 the Sublease to the Landlord, and otherwise terminating the right of the Debtor to collect rents from
17 the Subtenant. A true and correct copy of the Subtenant Notice is hereto as **Exhibit 3** and is
18 incorporated herein by reference as if fully set forth at length.

19 10. The Subtenant Notice was sent via UPS Next Day Air.

20 11. The Subtenant Notice was received by the Subtenant on April 27, 2021 at Attn: Vice
21 President – Real Estate, 770 Cochituate Road, P.O. Box 9357, Framingham, Massachusetts 01701
22 (the “President Address”). True and correct copies of the UPS tracking label and UPS tracking
23 report for the Subtenant Notice to the President Address are attached hereto as **Exhibit 4** and are
24 incorporated herein by reference as if fully set forth at length.

25 12. The Subtenant Notice was received by the Subtenant on April 27, 2021 at Attn: Vice
26 President Legal – Real Estate, 770 Cochituate Road, P.O. Box 9357, Framingham, Massachusetts
27 01701 (the “VP Address”). True and correct copies of the UPS tracking label and UPS tracking
28

1 report for the Subtenant Notice to the VP Address are attached hereto as **Exhibit 5** and are
2 incorporated herein by reference as if fully set forth at length

3 13. The Subtenant Notice was received by the Debtor on April 27, 2021 at Attn: Chief
4 Operating Officer, 707 Broadway, Suite 800, San Diego, California 92101 (the "Broadway
5 Address"). True and correct copies of the UPS tracking label and UPS tracking report for the
6 Subtenant Notice to the Broadway Address are attached hereto as **Exhibit 6** and are incorporated
7 herein by reference as if fully set forth at length.

8 14. The Subtenant Notice was received by the Debtor on April 27, 2021 at the Miramar
9 Address. True and correct copies of the UPS tracking label and UPS tracking report for the
10 Subtenant Notice to the Miramar Address are attached hereto as **Exhibit 7** and are incorporated
11 herein by reference as if fully set forth at length.

12 15. On April 30, 2021, I sent, on behalf of the Landlord, a *Notice of Lease Termination*
13 (the "Notice of Termination"), dated April 30, 2021, to the Debtor terminating the Debtor's rights
14 under the Lease. A true and correct copy of the Notice of Termination is attached hereto as **Exhibit**
15 **8** and is incorporated herein by reference as if fully set forth at length.

16 16. The Notice of Termination Notice was sent via UPS Next Day Air.

17 17. The Notice of Termination was attempted to be delivered to the Debtor on May 3,
18 2021 at the Miramar Address, but was not deliverable. True and correct copies of the UPS tracking
19 label and UPS tracking report for the Notice of Termination are attached hereto as **Exhibit 9** and
20 are incorporated herein by reference as if fully set forth at length.

21 18. On April 30, 2021, at 4:33 p.m. CT, I caused my colleague, Chapin Rose, to send a
22 copy of the Notice of Termination to the Debtor via email at aak@hyperikon.com (the "Email").
23 A true and correct copy of the Email is attached hereto as **Exhibit 10** and is incorporated herein by
24 reference as if fully set forth at length.

25 ///

26 ///

1 I declare under penalty of perjury under the laws of the United States that the foregoing
2 statements are true and correct to the best of current information, knowledge and belief.

3 Dated: May 27, 2021

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5 
6 Patrick Harrington

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EXHIBIT 1



Harrington Law

Phone: (217) 352-4167

Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 26, 2021

OVERNIGHT COURIER

Hyperikon, Inc.

Attn: Jan Brandrup

8515 Miramar Place

San Diego, CA 92121

NOTICE OF DEFAULT

Our law firm represents SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company ("Landlord") and its rights and interests under that certain Lease dated August 1, 2017 ("Lease"), by and between Indiana Becknell Investors 2011 LLC, as assumed by, and assigned to, Landlord, and Hyperikon, Inc., a California corporation ("Tenant") for certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not otherwise defined herein shall have the meaning give to them in the Lease.

Pursuant to Article 4, Tenant promised to pay Rent. The Rent is to be paid by Tenant in full and without demand. Tenant has failed to timely pay the full Base Rent and Additional Rent due for the month of April 2021 and has failed to timely make full Additional Rent payments for the months of January 2021 and February 2021 – all as more fully detailed on the attached Exhibit "A," which is incorporated herein by reference. Tenant is currently in default in the amount of **\$66,297.87**. Further and in addition to the foregoing sum, pursuant to Section 4, any Base Rent payable under the Lease that is not paid within ten (10) days of when it is due shall accrue interest at the rate of ten percent (10%) per annum until paid ("Interest") and the Tenant shall also pay a late charge equal to five percent (5%) of the amount then due ("Late Fee").

Pursuant to Article 19(a), any failure by Tenant to make any payment of Base Rent as required under the Lease for a period of ten (10) days after it is due is an event of Tenant default. Further, pursuant to Section 19(b), any failure by Tenant to make any

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

Kip R. Pope, *Of Counsel*
*Also Admitted in Florida

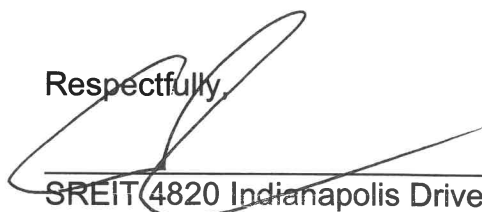
Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



payment required under the Lease for a period of ten (10) days after it is due, is a separate event of Tenant default. Therefore, Tenant is in default under the Lease.

ACCORDINGLY, LANDLORD HEREBY DEMANDS THAT TENANT IMMEDIATELY PAY ALL RENT NOW DUE AND OWING IN THE AMOUNT OF \$66,297.87 TOGETHER WITH THE APPLICABLE INTEREST AND LATE FEE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF ANY RIGHTS OF LANDLORD AT LAW AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,



SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Harrington Law

Phone: (217) 352-4167 | Fax: (217) 352-8707 | Web: harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550



Exhibit A

Aging Detail

DB Caption: LIVE Property: p1301073 Tenant: 10000404 Status: Current, Past, Future Age As Of: 04/30/2021 Post To: 04/2021

Page 1

Property	Customer	Lease	Status	Trans#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
IN-Whitestown-4750 Indianapolis (p1301073)														
Hypertikon, Inc. IN (10000404)														
p1301073		Hypertikon, Inc. IN	Current	C-87788	utiltest	01/04/2021	01/2021	1,851.57	0.00	0.00	0.00	1,851.57	0.00	1,851.57
p1301073		Hypertikon, Inc. IN	Current	C-89096	utiltest	02/02/2021	02/2021	2,380.00	0.00	0.00	2,380.00	0.00	0.00	2,380.00
p1301073		Hypertikon, Inc. IN	Current	C-90821	camtest	04/01/2021	04/2021	2,746.78	0.00	0.00	0.00	0.00	0.00	2,746.78
p1301073		Hypertikon, Inc. IN	Current	C-90822	insest	04/01/2021	04/2021	901.75	0.00	0.00	0.00	0.00	0.00	901.75
p1301073		Hypertikon, Inc. IN	Current	C-90823	rentbase	04/01/2021	04/2021	46,360.00	0.00	0.00	0.00	0.00	0.00	46,360.00
p1301073		Hypertikon, Inc. IN	Current	C-90824	feemgmt	04/01/2021	04/2021	1,390.80	0.00	0.00	0.00	0.00	0.00	1,390.80
p1301073		Hypertikon, Inc. IN	Current	C-90825	retest	04/01/2021	04/2021	5,970.65	0.00	0.00	0.00	0.00	0.00	5,970.65
p1301073		Hypertikon, Inc. IN	Current	C-93166	utiltest	04/12/2021	04/2021	1,373.49	0.00	0.00	0.00	0.00	0.00	1,373.49
p1301073		Hypertikon, Inc. IN	Current	C-93167	utiltest	04/12/2021	04/2021	3,322.83	3,322.83	0.00	0.00	0.00	0.00	3,322.83
p1301073		Hypertikon, Inc. IN						66,297.87	62,066.30	0.00	2,380.00	1,851.57	0.00	66,297.87
Grand Total								66,297.87	62,066.30	0.00	2,380.00	1,851.57	0.00	66,297.87

Userid : pdicosola Date : 4/26/2021 Time : 9:24 AM

Monday, April 26, 2021

09:24 AM

EXHIBIT 2

HARRINGTON LAW LLC 2173524167 201 WEST SPRINGFIELD AVENUE CHAMPAIGN IL 61820		LTR	1 OF 1
SHIP TO: ATTN: JAN BRANDRUP HYPERIKON INC. 8515 MIRAMAR PLACE SAN DIEGO CA 92121			
	CA 921 9-07 		
UPS NEXT DAY AIR TRACKING #: 1Z F37 23X 24 9806 3861		1	
			
BILLING: P/P SIGNATURE REQUIRED			
Reference No.1: 41301073		 TM	
XOL 21.05.03		NV45 45.0A 04/2021*	

Last Updated: 05/27/2021 9:22 A.M. EST

Tracking Number

1ZF3723X2498063861

Service

UPS Next Day Air® -

Shipment Category

Package

Reference Number(s)

41301073

Shipped / Billed On

04/26/2021

Your shipment from
HARRINGTON & TOCK

Delivered On
Tuesday, April 27 **at 10:14 A.M. at Dock**

Label Created

Shipped

Out for Delivery

Delivered

Delivered To

HYPERIKON INC.
8515 MIRAMAR PL
SAN DIEGO, CA 92121 US

Received By:

RECV

Proof of Delivery

 Signature Picture

Last Updated: 05/27/2021 9:22 A.M. EST

04/27/2021 10:14 A.M.	Delivered DELIVERED SAN DIEGO, CA, US
04/27/2021 8:13 A.M.	Out for Delivery Out For Delivery San Diego, CA, United States
04/27/2021 6:06 A.M.	Departed from Facility San Diego, CA, United States
04/27/2021 5:26 A.M.	Arrived at Facility San Diego, CA, United States
04/27/2021 1:00 A.M.	A late flight has caused a delay. We will update the delivery date as soon as possible.
04/27/2021 3:56 A.M.	Departed from Facility Louisville, KY, United States
04/27/2021 1:13 A.M.	Arrived at Facility Louisville, KY, United States
04/26/2021 11:05 P.M.	Departed from Facility Danville, IL, United States
04/26/2021 9:17 P.M.	Origin Scan Urbana, IL, United States
04/26/2021 6:41 P.M.	Shipped Pickup Scan Urbana, IL, United States
04/26/2021 4:53 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

EXHIBIT 3



Phone: (217) 352-4167

Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 26, 2021

OVERNIGHT COURIER

HomeGoods, Inc.
Attn: Vice President – Real Estate
770 Cochituate Road
PO Box 9357
Framingham, MA 01701

Hyperikon, Inc.
Attn: Chief Operating Officer
707 Broadway, Suite 800
San Diego, CA 92101

With copy to:

HomeGoods Inc.
Attn: Vice President Legal – Real Estate
770 Cochituate Road
PO Box 9357
Framingham, MA 01701

Hyperikon, Inc.
Attn: Jan Brandrup
8515 Miramar Place
San Diego, CA 92121

SECTION 5 NOTICE

Our law firm represents SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company (“Landlord”) and its rights and interests under that certain Consent to Sublease Lease dated November 2, 2020 (“Consent to Sublease”) in which Landlord consented to that certain Sublease by and between Hyperikon, Inc., a California corporation, as sublessor (“Sublessor”), and HomeGoods Inc., a Delaware corporation, as subtenant (“Subtenant”) (“Sublease”), for certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not otherwise defined herein shall have the meaning give to them in the Consent to Sublease.

Pursuant to Section 5 of the Consent to Sublease, if Sublessor is in default under the terms of the Lease, Subtenant is obligated to pay direct to Landlord all base rent and additional rent pursuant to the terms of the Sublease upon written notification by Landlord of such default.

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

Kip R. Pope, *Of Counsel*
*Also Admitted in Florida

Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



PURSUANT TO SECTION 5 OF THE CONSENT TO SUBLEASE, NOTICE IS HEREBY GIVEN to Subtenant, that Sublessor is in default under the terms of the Lease beyond any applicable notice and cure period thereunder (a courtesy copy of the formal Notice of Default is included herein). Subtenant shall pay all future base rent and additional rent payments due under the Sublease direct Landlord.

Accordingly, please direct all future base rent and additional rent payments to:

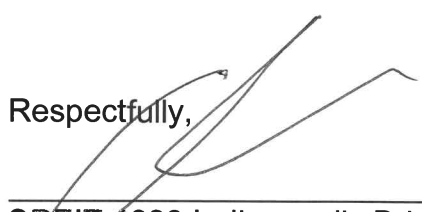
Account Title: SREIT 8421 Bearing Drive, L.L.C.
Account Number: 4228017315

Bank Routing Number: 121 000 248 - WIRE
121 042 882 - ACH

Bank Address: Wells Fargo Bank
San Francisco, CA

NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF ANY RIGHTS OF LANDLORD AT LAW AND/OR IN EQUITY UNDER THE CONSENT TO SUBLEASE.

Respectfully,



SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Default Notice



Phone: (217) 352-4167 | **Fax:** (217) 352-8707 | **Web:** harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550





Phone: (217) 352-4167

Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 26, 2021

OVERNIGHT COURIER

Hyperikon, Inc.

Attn: Jan Brandrup

8515 Miramar Place

San Diego, CA 92121

NOTICE OF DEFAULT

Our law firm represents SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company ("Landlord") and its rights and interests under that certain Lease dated August 1, 2017 ("Lease"), by and between Indiana Becknell Investors 2011 LLC, as assumed by, and assigned to, Landlord, and Hyperikon, Inc., a California corporation ("Tenant") for certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not otherwise defined herein shall have the meaning give to them in the Lease.

Pursuant to Article 4, Tenant promised to pay Rent. The Rent is to be paid by Tenant in full and without demand. Tenant has failed to timely pay the full Base Rent and Additional Rent due for the month of April 2021 and has failed to timely make full Additional Rent payments for the months of January 2021 and February 2021 – all as more fully detailed on the attached Exhibit "A," which is incorporated herein by reference. Tenant is currently in default in the amount of **\$66,297.87**. Further and in addition to the foregoing sum, pursuant to Section 4, any Base Rent payable under the Lease that is not paid within ten (10) days of when it is due shall accrue interest at the rate of ten percent (10%) per annum until paid ("Interest") and the Tenant shall also pay a late charge equal to five percent (5%) of the amount then due ("Late Fee").

Pursuant to Article 19(a), any failure by Tenant to make any payment of Base Rent as required under the Lease for a period of ten (10) days after it is due is an event of Tenant default. Further, pursuant to Section 19(b), any failure by Tenant to make any

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Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



payment required under the Lease for a period of ten (10) days after it is due, is a separate event of Tenant default. Therefore, Tenant is in default under the Lease.

ACCORDINGLY, LANDLORD HEREBY DEMANDS THAT TENANT IMMEDIATELY PAY ALL RENT NOW DUE AND OWING IN THE AMOUNT OF \$66,297.87 TOGETHER WITH THE APPLICABLE INTEREST AND LATE FEE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF ANY RIGHTS OF LANDLORD AT LAW AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,


SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Phone: (217) 352-4167 | **Fax:** (217) 352-8707 | **Web:** harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550



Exhibit A

Aging Detail

DB Caption: LIVE Property: p1301073 Tenant: 10000404 Status: Current, Past, Future Age As Of: 04/30/2021 Post To: 04/2021

Page 1

Property	Customer	Lease	Status	Trans#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
IN-Whitestown-4750 Indianapolis (p1301073)														
Hypertikon, Inc. IN (0000404)														
p1301073		Hypertikon, Inc. IN	Current	C-87788	utilist	01/04/2021	01/2021	1,851.57	0.00	0.00	0.00	1,851.57	0.00	1,851.57
p1301073		Hypertikon, Inc. IN	Current	C-89096	utilist	02/02/2021	02/2021	2,380.00	0.00	0.00	2,380.00	0.00	0.00	2,380.00
p1301073		Hypertikon, Inc. IN	Current	C-90821	carrest	04/01/2021	04/2021	2,746.78	0.00	0.00	0.00	0.00	0.00	2,746.78
p1301073		Hypertikon, Inc. IN	Current	C-90822	insect	04/01/2021	04/2021	901.75	0.00	0.00	0.00	0.00	0.00	901.75
p1301073		Hypertikon, Inc. IN	Current	C-90823	rentbase	04/01/2021	04/2021	46,360.00	0.00	0.00	0.00	0.00	0.00	46,360.00
p1301073		Hypertikon, Inc. IN	Current	C-90824	feemgmt	04/01/2021	04/2021	1,390.80	0.00	0.00	0.00	0.00	0.00	1,390.80
p1301073		Hypertikon, Inc. IN	Current	C-90825	retest	04/01/2021	04/2021	5,970.65	0.00	0.00	0.00	0.00	0.00	5,970.65
p1301073		Hypertikon, Inc. IN	Current	C-93166	utilist	04/12/2021	04/2021	1,373.49	0.00	0.00	0.00	0.00	0.00	1,373.49
p1301073		Hypertikon, Inc. IN	Current	C-93167	utilist	04/12/2021	04/2021	3,322.83	3,322.83	0.00	0.00	0.00	0.00	3,322.83
p1301073		Hypertikon, Inc. IN						66,297.87	62,066.30	0.00	2,380.00	1,851.57	0.00	66,297.87
Grand Total								66,297.87	62,066.30	0.00	2,380.00	1,851.57	0.00	66,297.87

Userid : pdicosola Date : 4/26/2021 Time : 9:24 AM

Monday, April 26, 2021
09:24 AM

EXHIBIT 4

HARRINGTON LAW LLC 2173524167 201 WEST SPRINGFIELD AVENUE CHAMPAIGN IL 61820		LTR	1 OF 1
SHIP TO: ATTN: VICE PRESIDENT - REAL ESTATE HOMEGOODS INC. P.O. BOX 9357 770 COCHITUATE ROAD FRAMINGHAM MA 01701			
	MA 017 0-01 		
UPS NEXT DAY AIR TRACKING #: 1Z F37 23X 24 9780 1092		1	
			
BILLING: P/P SIGNATURE REQUIRED			
Reference No.1: 41301073		 TM	
XOL 21.05.03		NV45 45.0A 04/2021*	

Last Updated: 05/27/2021 9:18 A.M. EST

Tracking Number

1ZF3723X2497801092

Service

UPS Next Day Air® -

Shipment Category

Package

Reference Number(s)

41301073

Shipped / Billed On

04/26/2021

Your shipment from
HARRINGTON & TOCK

Delivered On
Tuesday, April 27 **at 10:21 A.M. at Inside
Delivery**

Label Created

Shipped

Out for Delivery

Delivered

Delivered To

770 COCHITUATE RD
FRAMINGHAM, MA 01701 US

Received By:

PAMPHIOE

Proof of Delivery

 Signature Picture

Last Updated: 05/27/2021 9:18 A.M. EST

04/27/2021 10:21 A.M.	Delivered DELIVERED FRAMINGHAM, MA, US
04/27/2021 9:34 A.M.	Out for Delivery Out For Delivery Today Ashland, MA, United States
04/27/2021 9:00 A.M.	Processing at UPS Facility Ashland, MA, United States
04/27/2021 6:58 A.M.	Departed from Facility East Boston, MA, United States
04/27/2021 6:16 A.M.	Arrived at Facility East Boston, MA, United States
04/27/2021 4:19 A.M.	Departed from Facility Louisville, KY, United States
04/27/2021 1:13 A.M.	Arrived at Facility Louisville, KY, United States
04/26/2021 11:05 P.M.	Departed from Facility Danville, IL, United States
04/26/2021 9:20 P.M.	Origin Scan Urbana, IL, United States
04/26/2021 6:41 P.M.	Shipped Pickup Scan Urbana, IL, United States
04/26/2021 5:03 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

EXHIBIT 5

HARRINGTON LAW LLC 2173524167 201 WEST SPRINGFIELD AVENUE CHAMPAIGN IL 61820		LTR	1 OF 1
SHIP TO: ATTN: V. P. - LEGAL - REAL ESTATE HOMEGOODS INC. P.O. BOX 9357 770 COCHITUATE ROAD FRAMINGHAM MA 01701			
	MA 017 0-01 		
UPS NEXT DAY AIR		1	
TRACKING #: 1Z F37 23X 24 9813 4285			
			
BILLING: P/P SIGNATURE REQUIRED			
Reference No.1: 41301073		 TM	
XOL 21.05.03 NV45 45.0A 04/2021*			

Last Updated: 05/27/2021 9:13 A.M. EST

Tracking Number

1ZF3723X2498134285

Service

UPS Next Day Air® -

Shipment Category

Package

Reference Number(s)

41301073

Shipped / Billed On

04/26/2021

Your shipment from
HARRINGTON & TOCK

Delivered On
Tuesday, April 27 **at 10:21 A.M. at Inside
Delivery**

Label Created

Shipped

Out for Delivery

Delivered

Delivered To

770 COCHITUATE RD
FRAMINGHAM, MA 01701 US

Received By:

PAMPHIOE

Proof of Delivery

 Signature Picture

Last Updated: 05/27/2021 9:13 A.M. EST

04/27/2021 10:21 A.M.	Delivered DELIVERED FRAMINGHAM, MA, US
04/27/2021 9:34 A.M.	Out for Delivery Out For Delivery Today Ashland, MA, United States
04/27/2021 9:00 A.M.	Processing at UPS Facility Ashland, MA, United States
04/27/2021 6:58 A.M.	Departed from Facility East Boston, MA, United States
04/27/2021 6:16 A.M.	Arrived at Facility East Boston, MA, United States
04/27/2021 4:19 A.M.	Departed from Facility Louisville, KY, United States
04/27/2021 1:13 A.M.	Arrived at Facility Louisville, KY, United States
04/26/2021 11:05 P.M.	Departed from Facility Danville, IL, United States
04/26/2021 9:18 P.M.	Origin Scan Urbana, IL, United States
04/26/2021 6:41 P.M.	Shipped Pickup Scan Urbana, IL, United States
04/26/2021 5:00 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

EXHIBIT 6

HARRINGTON LAW LLC 2173524167 201 WEST SPRINGFIELD AVENUE CHAMPAIGN IL 61820		LTR	1 OF 1
SHIP TO: ATTN: CHIEF OPERATING OFFICER HYPERIKON INC. 707 BROADWAY, SUITE 800 SAN DIEGO CA 92101			
	CA 921 9-10 		
UPS NEXT DAY AIR		1	
TRACKING #: 1Z F37 23X 24 9245 3610			
			
BILLING: P/P SIGNATURE REQUIRED			
Reference No.1: 41301073		 TM	
XOL 21.05.03 NV45 45.0A 04/2021*			

Last Updated: 05/27/2021 9:24 A.M. EST

Tracking Number

1ZF3723X2492453610

Service

UPS Next Day Air® _

Shipment Category

Package

Reference Number(s)

41301073

Shipped / Billed On

04/26/2021

Your shipment from
HARRINGTON & TOCK

Delivered On
Tuesday, April 27 **at 10:10 A.M. at Office**

Label Created

Shipped

Out for Delivery

Delivered

Delivered To

707 BROADWAY
SAN DIEGO, CA 92101 US

Received By:

ID Verified

Proof of Delivery

 Signature Picture

Last Updated: 05/27/2021 9:24 A.M. EST

04/27/2021 10:10 A.M.	Delivered DELIVERED SAN DIEGO, CA, US
04/27/2021 8:12 A.M.	Out for Delivery Out For Delivery San Diego, CA, United States
04/27/2021 6:06 A.M.	Departed from Facility San Diego, CA, United States
04/27/2021 5:26 A.M.	Arrived at Facility San Diego, CA, United States
04/27/2021 1:00 A.M.	A late flight has caused a delay. We will update the delivery date as soon as possible.
04/27/2021 3:56 A.M.	Departed from Facility Louisville, KY, United States
04/27/2021 1:13 A.M.	Arrived at Facility Louisville, KY, United States
04/26/2021 11:05 P.M.	Departed from Facility Danville, IL, United States
04/26/2021 9:17 P.M.	Origin Scan Urbana, IL, United States
04/26/2021 6:41 P.M.	Shipped Pickup Scan Urbana, IL, United States
04/26/2021 4:51 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

EXHIBIT 7

HARRINGTON LAW LLC 2173524167 201 WEST SPRINGFIELD AVENUE CHAMPAIGN IL 61820		LTR	1 OF 1
SHIP TO: ATTN: JAN BRANDRUP HYPERIKON INC. 8515 MIRAMAR PLACE SAN DIEGO CA 92121			
	CA 921 9-07 		
UPS NEXT DAY AIR TRACKING #: 1Z F37 23X 24 9806 3861			1
			
BILLING: P/P SIGNATURE REQUIRED			
Reference No.1: 41301073			 TM
<small>XOL 21.05.03 NV45 45.0A 04/2021*</small>			

Last Updated: 05/27/2021 9:22 A.M. EST

Tracking Number

1ZF3723X2498063861

Service

UPS Next Day Air® -

Shipment Category

Package

Reference Number(s)

41301073

Shipped / Billed On

04/26/2021

Your shipment from
HARRINGTON & TOCK

Delivered On
Tuesday, April 27 **at 10:14 A.M. at Dock**

Label Created

Shipped

Out for Delivery

Delivered

Delivered To

HYPERIKON INC.
8515 MIRAMAR PL
SAN DIEGO, CA 92121 US

Received By:

RECV

Proof of Delivery

 Signature Picture

Last Updated: 05/27/2021 9:22 A.M. EST

04/27/2021 10:14 A.M.	Delivered DELIVERED SAN DIEGO, CA, US
04/27/2021 8:13 A.M.	Out for Delivery Out For Delivery San Diego, CA, United States
04/27/2021 6:06 A.M.	Departed from Facility San Diego, CA, United States
04/27/2021 5:26 A.M.	Arrived at Facility San Diego, CA, United States
04/27/2021 1:00 A.M.	A late flight has caused a delay. We will update the delivery date as soon as possible.
04/27/2021 3:56 A.M.	Departed from Facility Louisville, KY, United States
04/27/2021 1:13 A.M.	Arrived at Facility Louisville, KY, United States
04/26/2021 11:05 P.M.	Departed from Facility Danville, IL, United States
04/26/2021 9:17 P.M.	Origin Scan Urbana, IL, United States
04/26/2021 6:41 P.M.	Shipped Pickup Scan Urbana, IL, United States
04/26/2021 4:53 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

EXHIBIT 8



Phone: (217) 352-4167

Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 30, 2021

Hyperikon, Inc.
Attn: Jan Brandrup
8515 Miramar Place
San Diego, CA 92121

SENT VIA OVERNIGHT DELIVERY.

RE: That certain Lease dated August 1, 2017 ("Lease"), by and between SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company, as successor in interest to Indiana Becknell Investors 2011 LLC ("Landlord"), and Hyperikon, Inc., a California corporation ("Tenant"), for a portion of that certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not defined herein shall have the meanings set forth in the Lease.

Dear Ms. Brandrup:

NOTICE OF LEASE TERMINATION

Our law firm represents Landlord and its rights and interests under the Lease. Tenant has previously been advised that Tenant has defaulted under Sections 19(a) and 19(b) of the Lease (a copy of said Notice of Default is attached hereto, and is incorporated herein by reference as Exhibit "A"). Pursuant to Section 19 of the Lease, Landlord may terminate the Lease upon the happening of any one or more events of default. Further, pursuant to Section 19 of the Lease, notwithstanding Landlord's termination of the Lease, the Tenant's liability for the Rent and any other sums due and owing under the Lease shall not be extinguished for the balance of the Term remaining.

THEREFORE, TAKE NOTICE THAT LANDLORD HEREBY ELECTS TO TERMINATE THE LEASE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF, AND LANDLORD EXPRESSLY RESERVES AND PRESERVES, ANY RIGHTS OF

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

Kip R. Pope, *Of Counsel*
**Also Admitted in Florida*

Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



LANDLORD UNDER THE LEASE, AT LAW, AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,



SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Harrington Law

Phone: (217) 352-4167 | Fax: (217) 352-8707 | Web: harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550



Exhibit "A"



Harrington Law

Phone: (217) 352-4167
Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 26, 2021

OVERNIGHT COURIER

Hyperikon, Inc.

Attn: Jan Brandrup

8515 Miramar Place

San Diego, CA 92121

NOTICE OF DEFAULT

Our law firm represents SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company ("Landlord") and its rights and interests under that certain Lease dated August 1, 2017 ("Lease"), by and between Indiana Becknell Investors 2011 LLC, as assumed by, and assigned to, Landlord, and Hyperikon, Inc., a California corporation ("Tenant") for certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not otherwise defined herein shall have the meaning give to them in the Lease.

Pursuant to Article 4, Tenant promised to pay Rent. The Rent is to be paid by Tenant in full and without demand. Tenant has failed to timely pay the full Base Rent and Additional Rent due for the month of April 2021 and has failed to timely make full Additional Rent payments for the months of January 2021 and February 2021 – all as more fully detailed on the attached Exhibit "A," which is incorporated herein by reference. Tenant is currently in default in the amount of **\$66,297.87**. Further and in addition to the foregoing sum, pursuant to Section 4, any Base Rent payable under the Lease that is not paid within ten (10) days of when it is due shall accrue interest at the rate of ten percent (10%) per annum until paid ("Interest") and the Tenant shall also pay a late charge equal to five percent (5%) of the amount then due ("Late Fee").

Pursuant to Article 19(a), any failure by Tenant to make any payment of Base Rent as required under the Lease for a period of ten (10) days after it is due is an event of Tenant default. Further, pursuant to Section 19(b), any failure by Tenant to make any

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

Kip R. Pope, *Of Counsel*
*Also Admitted in Florida

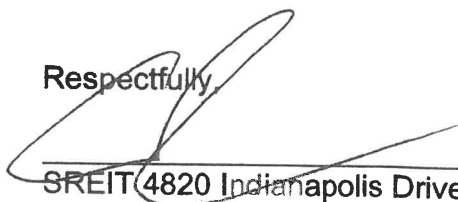
Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



payment required under the Lease for a period of ten (10) days after it is due, is a separate event of Tenant default. Therefore, Tenant is in default under the Lease.

ACCORDINGLY, LANDLORD HEREBY DEMANDS THAT TENANT IMMEDIATELY PAY ALL RENT NOW DUE AND OWING IN THE AMOUNT OF \$66,297.87 TOGETHER WITH THE APPLICABLE INTEREST AND LATE FEE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF ANY RIGHTS OF LANDLORD AT LAW AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,


SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Harrington Law

Phone: (217) 352-4167 | Fax: (217) 352-8707 | Web: harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

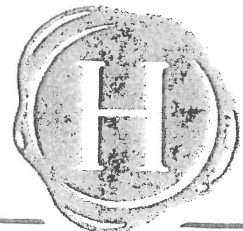


Exhibit A

Aging Detail

DB Caption: LIVE Property: p1301073 Tenant: 10000404 Status: Current, Past, Future Age As Of: 04/30/2021 Post To: 04/2021

Property	Customer	Lease	Status	Trans#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
IN-Whitestown-4750 Indianapolis (p1301073)														
Hyperikon, Inc. IN (10000404)														
p1301073		Hyperikon, Inc. IN	Current	C-87768	utilist	01/04/2021	01/2021	1,851.57	0.00	0.00	0.00	1,851.57	0.00	1,851.57
p1301073		Hyperikon, Inc. IN	Current	C-89096	utilist	02/02/2021	02/2021	2,380.00	0.00	0.00	2,380.00	0.00	0.00	2,380.00
p1301073		Hyperikon, Inc. IN	Current	C-90821	carrest	04/01/2021	04/2021	2,746.78	2,746.78	0.00	0.00	0.00	0.00	2,746.78
p1301073		Hyperikon, Inc. IN	Current	C-90822	insest	04/01/2021	04/2021	901.75	901.75	0.00	0.00	0.00	0.00	901.75
p1301073		Hyperikon, Inc. IN	Current	C-90823	rentbase	04/01/2021	04/2021	46,360.00	46,360.00	0.00	0.00	0.00	0.00	46,360.00
p1301073		Hyperikon, Inc. IN	Current	C-90824	feemgmt	04/01/2021	04/2021	1,390.80	1,390.80	0.00	0.00	0.00	0.00	1,390.80
p1301073		Hyperikon, Inc. IN	Current	C-90825	rekeest	04/01/2021	04/2021	5,970.65	5,970.65	0.00	0.00	0.00	0.00	5,970.65
p1301073		Hyperikon, Inc. IN	Current	C-93166	utilist	04/12/2021	04/2021	1,373.49	1,373.49	0.00	0.00	0.00	0.00	1,373.49
p1301073		Hyperikon, Inc. IN	Current	C-93167	utilist	04/12/2021	04/2021	3,322.83	3,322.83	0.00	0.00	0.00	0.00	3,322.83
		Hyperikon, Inc. IN						68,297.87	62,086.30	0.00	2,380.00	1,851.57	0.00	68,297.87
p1301073								68,297.87	62,086.30	0.00	2,380.00	1,851.57	0.00	68,297.87
Grand Total								68,297.87	62,086.30	0.00	2,380.00	1,851.57	0.00	68,297.87

Userid : pdicosola Date : 4/26/2021 Time : 9:24 AM

EXHIBIT 9

HARRINGTON LAW LLC 2173524167 201 WEST SPRINGFIELD AVENUE CHAMPAIGN IL 61820		LTR	1 OF 1
SHIP TO: ATTN: JAN BRANDRUP HYPERIKON INC. 8515 MIRAMAR PLACE SAN DIEGO CA 92121			
	CA 921 9-07 		
UPS NEXT DAY AIR TRACKING #: 1Z F37 23X 24 9032 7831		1	
			
BILLING: P/P SIGNATURE REQUIRED			
Reference No.1: 41301073		 <small>TM</small>	
<small>XOL 21.05.03</small>		<small>NV45 45.0A 04/2021*</small>	

Your shipment

1ZF3723X2490327831

Estimated delivery

Check back tomorrow for an updated delivery date.

Label Created

Shipped

Returning to Sender

Return

Return To

HARRINGTON & TOCK
201 W SPRINGFIELD AVE
CHAMPAIGN, IL 61820 US

Last Updated: 05/26/2021 4:21 P.M. EST

Tracking Number

1ZF3723X2490327831

Service

UPS 3 Day Select®

Alternate Tracking Number(s)

1ZF3723X1290327836

Shipment Category

Package

Reference Number(s)

41301073

Shipped / Billed On

04/30/2021

Last Updated: 05/26/2021 4:21 P.M. EST

05/10/2021 3:45 P.M.	Returning to Sender The company or receiver name is incorrect. This will delay delivery. We're attempting to update this information. / The package will be returned to the sender. San Diego, CA, United States
05/03/2021 6:59 P.M.	The company or receiver name is incorrect. This will delay delivery. We're attempting to update this information. San Diego, CA, United States
05/03/2021 10:24 A.M.	The company or receiver name is incorrect. This will delay delivery. We're attempting to update this information. San Diego, CA, United States
05/03/2021 4:27 A.M.	Processing at UPS Facility San Diego, CA, United States
05/02/2021 11:00 P.M.	Arrived at Facility San Diego, CA, United States
05/02/2021 9:46 P.M.	Departed from Facility Ontario, CA, United States
05/02/2021 4:43 P.M.	Arrived at Facility Ontario, CA, United States
05/02/2021 3:38 P.M.	Departed from Facility Louisville, KY, United States
05/02/2021 11:24 A.M.	Arrived at Facility Louisville, KY, United States
05/02/2021 6:56 A.M.	Departed from Facility Danville, IL, United States

05/01/2021 7:37 A.M.	Arrived at Facility Danville, IL, United States
04/30/2021 11:59 P.M.	Departed from Facility Danville, IL, United States
04/30/2021 10:00 P.M.	Departed from Facility Urbana, IL, United States
04/30/2021 8:09 P.M.	Origin Scan Urbana, IL, United States
04/30/2021 6:57 P.M.	Shipped Pickup Scan Urbana, IL, United States
04/30/2021 11:00 A.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

EXHIBIT 10

From: Chapin Rose <cr@harringtonlawllc.com>
Date: 4/30/21 4:33 PM (GMT-06:00)
To: aak@hyperikon.com
Cc: Patrick Harrington <patrick@harringtonlawllc.com>, Tammy Vallee <tvallee@becknellindustrial.com>
Subject: Notice of Lease Termination - 4850 S. Indianapolis Rd., Whitestown, IN

Mr. Kamergorodsky,

We represent SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company, as successor in interest to Indiana Becknell Investors 2011 LLC, with respect to our client's interests and rights pursuant to that that certain Lease dated August 1, 2017, by and between our client, as lessor, and Hyperikon, Inc., as lessee.

Please see the attached:

1. Notice of Termination of Lease; and,
2. Section 5 Notice of Lease Termination.

Best Regards,

Chapin Rose

Phone: (217) 352-4167 | Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 |
Champaign, IL 61824-1550

Website | Email



From: copier@harringtonlawllc.com <copier@harringtonlawllc.com>
Sent: Friday, April 30, 2021 3:40 PM
To: Chapin Rose <cr@harringtonlawllc.com>
Subject: Message from KM_C458



Phone: (217) 352-4167

Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 30, 2021

Hyperikon, Inc.
Attn: Jan Brandrup
8515 Miramar Place
San Diego, CA 92121

SENT VIA OVERNIGHT DELIVERY.

RE: That certain Lease dated August 1, 2017 ("Lease"), by and between SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company, as successor in interest to Indiana Becknell Investors 2011 LLC ("Landlord"), and Hyperikon, Inc., a California corporation ("Tenant"), for a portion of that certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not defined herein shall have the meanings set forth in the Lease.

Dear Ms. Brandrup:

NOTICE OF LEASE TERMINATION

Our law firm represents Landlord and its rights and interests under the Lease. Tenant has previously been advised that Tenant has defaulted under Sections 19(a) and 19(b) of the Lease (a copy of said Notice of Default is attached hereto, and is incorporated herein by reference as Exhibit "A"). Pursuant to Section 19 of the Lease, Landlord may terminate the Lease upon the happening of any one or more events of default. Further, pursuant to Section 19 of the Lease, notwithstanding Landlord's termination of the Lease, the Tenant's liability for the Rent and any other sums due and owing under the Lease shall not be extinguished for the balance of the Term remaining.

THEREFORE, TAKE NOTICE THAT LANDLORD HEREBY ELECTS TO TERMINATE THE LEASE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF, AND LANDLORD EXPRESSLY RESERVES AND PRESERVES, ANY RIGHTS OF

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

Kip R. Pope, *Of Counsel*
**Also Admitted in Florida*

Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



LANDLORD UNDER THE LEASE, AT LAW, AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,



SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Harrington Law

Phone: (217) 352-4167 | **Fax:** (217) 352-8707 | **Web:** harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550



Exhibit "A"



Harrington Law

Phone: (217) 352-4167
Fax: (217) 352-8707

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

harringtonlawllc.com

April 26, 2021

OVERNIGHT COURIER

Hyperikon, Inc.

Attn: Jan Brandrup

8515 Miramar Place

San Diego, CA 92121

NOTICE OF DEFAULT

Our law firm represents SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company ("Landlord") and its rights and interests under that certain Lease dated August 1, 2017 ("Lease"), by and between Indiana Becknell Investors 2011 LLC, as assumed by, and assigned to, Landlord, and Hyperikon, Inc., a California corporation ("Tenant") for certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not otherwise defined herein shall have the meaning give to them in the Lease.

Pursuant to Article 4, Tenant promised to pay Rent. The Rent is to be paid by Tenant in full and without demand. Tenant has failed to timely pay the full Base Rent and Additional Rent due for the month of April 2021 and has failed to timely make full Additional Rent payments for the months of January 2021 and February 2021 – all as more fully detailed on the attached Exhibit "A," which is incorporated herein by reference. Tenant is currently in default in the amount of **\$66,297.87**. Further and in addition to the foregoing sum, pursuant to Section 4, any Base Rent payable under the Lease that is not paid within ten (10) days of when it is due shall accrue interest at the rate of ten percent (10%) per annum until paid ("Interest") and the Tenant shall also pay a late charge equal to five percent (5%) of the amount then due ("Late Fee").

Pursuant to Article 19(a), any failure by Tenant to make any payment of Base Rent as required under the Lease for a period of ten (10) days after it is due is an event of Tenant default. Further, pursuant to Section 19(b), any failure by Tenant to make any

ATTORNEYS

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Chapin Rose

Kip R. Pope, *Of Counsel*
*Also Admitted in Florida

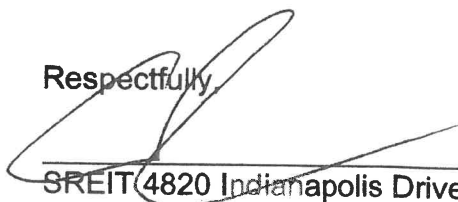
Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



payment required under the Lease for a period of ten (10) days after it is due, is a separate event of Tenant default. Therefore, Tenant is in default under the Lease.

ACCORDINGLY, LANDLORD HEREBY DEMANDS THAT TENANT IMMEDIATELY PAY ALL RENT NOW DUE AND OWING IN THE AMOUNT OF \$66,297.87 TOGETHER WITH THE APPLICABLE INTEREST AND LATE FEE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF ANY RIGHTS OF LANDLORD AT LAW AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,


SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Harrington Law

Phone: (217) 352-4167 | Fax: (217) 352-8707 | Web: harringtonlawllc.com

201 W. Springfield Avenue, Suite 601 | P.O. Box 1550 | Champaign, IL 61824-1550

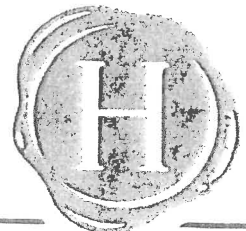


Exhibit A

Aging Detail

DB Caption: LIVE Property: p1301073 Tenant: 10000404 Status: Current, Past, Future Age As Of: 04/30/2021 Post To: 04/2021

Property	Customer	Lease	Status	Trans#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
IN-Whitestown-4750 Indianapolis (p1301073)														
Hyperikon, Inc. IN (10000404)														
p1301073		Hyperikon, Inc. IN	Current	C-87768	utilist	01/04/2021	01/2021	1,851.57	0.00	0.00	0.00	1,851.57	0.00	1,851.57
p1301073		Hyperikon, Inc. IN	Current	C-89096	utilist	02/02/2021	02/2021	2,380.00	0.00	0.00	2,380.00	0.00	0.00	2,380.00
p1301073		Hyperikon, Inc. IN	Current	C-90821	carrest	04/01/2021	04/2021	2,746.78	2,746.78	0.00	0.00	0.00	0.00	2,746.78
p1301073		Hyperikon, Inc. IN	Current	C-90822	insest	04/01/2021	04/2021	901.75	901.75	0.00	0.00	0.00	0.00	901.75
p1301073		Hyperikon, Inc. IN	Current	C-90823	rentbase	04/01/2021	04/2021	46,380.00	46,380.00	0.00	0.00	0.00	0.00	46,380.00
p1301073		Hyperikon, Inc. IN	Current	C-90824	feemgmt	04/01/2021	04/2021	1,390.80	1,390.80	0.00	0.00	0.00	0.00	1,390.80
p1301073		Hyperikon, Inc. IN	Current	C-90825	rekeest	04/01/2021	04/2021	5,970.65	5,970.65	0.00	0.00	0.00	0.00	5,970.65
p1301073		Hyperikon, Inc. IN	Current	C-93166	utilist	04/12/2021	04/2021	1,373.49	1,373.49	0.00	0.00	0.00	0.00	1,373.49
p1301073		Hyperikon, Inc. IN	Current	C-93167	utilist	04/12/2021	04/2021	3,322.83	3,322.83	0.00	0.00	0.00	0.00	3,322.83
		Hyperikon, Inc. IN						68,297.87	62,086.30	0.00	2,380.00	1,851.57	0.00	68,297.87
Grand Total								68,297.87	62,086.30	0.00	2,380.00	1,851.57	0.00	68,297.87

Userid : pdicosola Date : 4/26/2021 Time : 9:24 AM



Phone: (217) 352-4167
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April 30, 2021

HomeGoods, Inc.
Attn: Vice President – Real Estate
770 Cochituate Road
PO Box 9357
Framingham, MA 01701

Hyperikon, Inc.
Attn: Chief Operating Officer
707 Broadway, Suite 800
San Diego, CA 92101

With copy to:

HomeGoods Inc.
Attn: Vice President Legal – Real Estate
770 Cochituate Road
PO Box 9357
Framingham, MA 01701

Hyperikon, Inc.
Attn: Jan Brandrup
8515 Miramar Place
San Diego, CA 92121

SENT VIA OVERNIGHT DELIVERY.

RE: That certain Consent to Sublease Lease dated November 2, 2020 ("Consent to Sublease") in which SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company ("Landlord"), consented to that certain Sublease dated November 2, 2020, by and between Hyperikon, Inc., a California corporation, as sublessor ("Sublessor"), and HomeGoods Inc., a Delaware corporation, as subtenant ("Subtenant") ("Sublease"), for a portion of that certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not defined herein shall have the meanings set forth in the Consent to Sublease.

To Whom it May Concern:

SECTION 5 NOTICE OF LEASE TERMINATION

Our law firm represents Landlord and its rights and interests under the Consent to Sublease. Pursuant to Section 5 of the Consent to Sublease, if the term of the Lease shall be terminated prior to the expiration of the term of the Sublease, Subtenant is obligated

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

Kip R. Pope, *Of Counsel*
**Also Admitted in Florida*

Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



to pay rent and additional rent to Landlord pursuant to the terms and conditions of the Sublease.

PURSUANT TO SECTION 5 OF THE CONSENT TO SUBLEASE, NOTICE IS HEREBY GIVEN THAT LANDLORD HAS TERMINATED THE LEASE (A COPY OF THE NOTICE OF LEASE TERMINATION IS ATTACHED HERETO, AND IS INCORPORATED HEREIN BY REFERENCE, AS EXHIBIT "A"). THEREFORE, SUBTENANT SHALL PAY ALL FUTURE RENT AND ADDITIONAL RENT PAYMENTS DUE UNDER THE SUBLEASE DIRECT TO LANDLORD.

Please note that our client's asset management team will contact you separately to provide written payment instructions.

NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF, AND LANDLORD EXPRESSLY RESERVES AND PRESERVES, ANY RIGHTS OF LANDLORD UNDER THE LEASE, CONSENT TO SUBLEASE, AT LAW, AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE AND/OR THE CONSENT TO SUBLEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,



SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



Harrington Law

Phone: (217) 352-4167 | **Fax:** (217) 352-8707 | **Web:** harringtonlawllc.com

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Exhibit "A"



Phone: (217) 352-4167

Fax: (217) 352-8707

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April 30, 2021

Hyperikon, Inc.
Attn: Jan Brandrup
8515 Miramar Place
San Diego, CA 92121

SENT VIA OVERNIGHT DELIVERY.

RE: That certain Lease dated August 1, 2017 ("Lease"), by and between SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company, as successor in interest to Indiana Becknell Investors 2011 LLC ("Landlord"), and Hyperikon, Inc., a California corporation ("Tenant"), for a portion of that certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not defined herein shall have the meanings set forth in the Lease.

Dear Ms. Brandrup:

NOTICE OF LEASE TERMINATION

Our law firm represents Landlord and its rights and interests under the Lease. Tenant has previously been advised that Tenant has defaulted under Sections 19(a) and 19(b) of the Lease (a copy of said Notice of Default is attached hereto, and is incorporated herein by reference as Exhibit "A"). Pursuant to Section 19 of the Lease, Landlord may terminate the Lease upon the happening of any one or more events of default. Further, pursuant to Section 19 of the Lease, notwithstanding Landlord's termination of the Lease, the Tenant's liability for the Rent and any other sums due and owing under the Lease shall not be extinguished for the balance of the Term remaining.

THEREFORE, TAKE NOTICE THAT LANDLORD HEREBY ELECTS TO TERMINATE THE LEASE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF, AND LANDLORD EXPRESSLY RESERVES AND PRESERVES, ANY RIGHTS OF

ATTORNEYS

Daniel G. Harrington*
Patrick E. Harrington

Andrew G. Harrington
Jeffrey D. Kramer

Darren M. Taylor
Chapin Rose

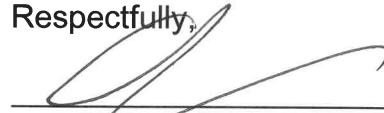
Kip R. Pope, *Of Counsel*
*Also Admitted in Florida

Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



LANDLORD UNDER THE LEASE, AT LAW, AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,



SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



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Exhibit "A"



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harringtonlawllc.com

April 26, 2021

OVERNIGHT COURIER

Hyperikon, Inc.

Attn: Jan Brandrup

8515 Miramar Place

San Diego, CA 92121

NOTICE OF DEFAULT

Our law firm represents SREIT 4820 Indianapolis Drive, L.L.C., a Delaware limited liability company ("Landlord") and its rights and interests under that certain Lease dated August 1, 2017 ("Lease"), by and between Indiana Becknell Investors 2011 LLC, as assumed by, and assigned to, Landlord, and Hyperikon, Inc., a California corporation ("Tenant") for certain real property commonly known as 4850 S. Indianapolis Rd., Whitestown, IN. Capitalized terms not otherwise defined herein shall have the meaning give to them in the Lease.

Pursuant to Article 4, Tenant promised to pay Rent. The Rent is to be paid by Tenant in full and without demand. Tenant has failed to timely pay the full Base Rent and Additional Rent due for the month of April 2021 and has failed to timely make full Additional Rent payments for the months of January 2021 and February 2021 – all as more fully detailed on the attached Exhibit "A," which is incorporated herein by reference. Tenant is currently in default in the amount of **\$66,297.87**. Further and in addition to the foregoing sum, pursuant to Section 4, any Base Rent payable under the Lease that is not paid within ten (10) days of when it is due shall accrue interest at the rate of ten percent (10%) per annum until paid ("Interest") and the Tenant shall also pay a late charge equal to five percent (5%) of the amount then due ("Late Fee").

Pursuant to Article 19(a), any failure by Tenant to make any payment of Base Rent as required under the Lease for a period of ten (10) days after it is due is an event of Tenant default. Further, pursuant to Section 19(b), any failure by Tenant to make any

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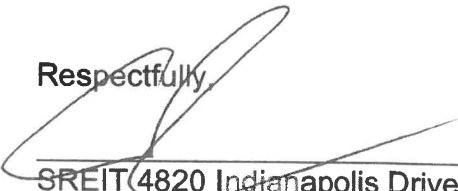
Earl C. Harrington (1895-1981) | Thomas E. Harrington (1931-2012)



payment required under the Lease for a period of ten (10) days after it is due, is a separate event of Tenant default. Therefore, Tenant is in default under the Lease.

ACCORDINGLY, LANDLORD HEREBY DEMANDS THAT TENANT IMMEDIATELY PAY ALL RENT NOW DUE AND OWING IN THE AMOUNT OF \$66,297.87 TOGETHER WITH THE APPLICABLE INTEREST AND LATE FEE. NOTHING HEREIN IS, OR SHALL BE CONSTRUED AS, A WAIVER OF ANY RIGHTS OF LANDLORD AT LAW AND/OR IN EQUITY AND ANY ACTION TO ENFORCE THE RIGHTS OF THE LEASE BY LANDLORD SHALL INCLUDE RECOUPMENT OF ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

Respectfully,


SREIT 4820 Indianapolis Drive, L.L.C., a
Delaware limited liability company, by
one of its attorneys

Enclosures: Exhibit "A"



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Exhibit A

Aging Detail

DB Caption: LIVE Property: p1301073 Tenant: 00000404 Status: Current, Past, Future Age As Of: 04/30/2021 Post To: 04/2021

Property	Customer	Lease	Status	Trans#	Charge Code	Date	Month	Current Owed	0-30 Owed	31-60 Owed	61-90 Owed	Over 90 Owed	Pre-payments	Total Owed
IN-Whitestown-4750 Indianapolis (p1301073)														
Hyperikon, Inc. IN (00000404)														
p1301073		Hyperikon, Inc. IN	Current	C-87768	utilist	01/04/2021	01/2021	1,851.57	0.00	0.00	0.00	1,851.57	0.00	1,851.57
p1301073		Hyperikon, Inc. IN	Current	C-88096	utilist	02/02/2021	02/2021	2,380.00	0.00	0.00	2,380.00	0.00	0.00	2,380.00
p1301073		Hyperikon, Inc. IN	Current	C-90821	carrest	04/01/2021	04/2021	2,746.78	0.00	0.00	0.00	0.00	0.00	2,746.78
p1301073		Hyperikon, Inc. IN	Current	C-90822	insest	04/01/2021	04/2021	901.75	0.00	0.00	0.00	0.00	0.00	901.75
p1301073		Hyperikon, Inc. IN	Current	C-90823	rentbase	04/01/2021	04/2021	46,360.00	0.00	0.00	0.00	0.00	0.00	46,360.00
p1301073		Hyperikon, Inc. IN	Current	C-90824	feemgmt	04/01/2021	04/2021	1,390.80	0.00	0.00	0.00	0.00	0.00	1,390.80
p1301073		Hyperikon, Inc. IN	Current	C-90825	rekest	04/01/2021	04/2021	5,970.65	0.00	0.00	0.00	0.00	0.00	5,970.65
p1301073		Hyperikon, Inc. IN	Current	C-93166	utilist	04/12/2021	04/2021	1,373.49	0.00	0.00	0.00	0.00	0.00	1,373.49
p1301073		Hyperikon, Inc. IN	Current	C-93167	utilist	04/12/2021	04/2021	3,322.83	0.00	0.00	0.00	0.00	0.00	3,322.83
		Hyperikon, Inc. IN						66,297.87	62,068.30	0.00	2,380.00	1,851.57	0.00	66,297.87
p1301073								66,297.87	62,068.30	0.00	2,380.00	1,851.57	0.00	66,297.87
Grand Total								66,297.87	62,068.30	0.00	2,380.00	1,851.57	0.00	66,297.87

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